

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF NORTH CAROLINA  
CHARLOTTE DIVISION

In re:

PACIFIC AVENUE, LLC,

Debtor.

CASE NO. 10-32093

Chapter 11

**NOTICE OF ASSIGNMENT OF CLAIM**

Pursuant to the provisions of Rule 3001(e)(2) of the Federal Rules of Bankruptcy Procedure, please take notice that Blue Air 2010 LLC, a Delaware limited liability company ("Blue Air"), hereby provides the Court and Pacific Avenue, LLC, that Regions Bank, an Alabama state banking association ("Regions"), has assigned all of its rights and interests in, to and under the claim identified in the proof of claim filed by Regions Bank on October 14, 2010, Claims Register No. 13-1, to Blue Air.

Attached hereto as **Exhibit A** is a true redacted copy of the Assignment, dated as of November 22, 2010, by and between Regions, as seller, and Blue Air, as buyer.

Dated: November 23, 2010.

/s/ Bradley E. Pearce  
BRADLEY E. PEARCE  
N.C. State Bar No. 18368  
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*Counsel for Blue Air 2010 LLC*

**CERTIFICATE OF SERVICE**

I hereby certify that a true and complete copy of the foregoing **NOTICE OF ASSIGNMENT** was served via ECF and first-class mail on the parties listed below:

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*Counsel for Regions Bank*

This 23rd day of November, 2010.

/s/ Bradley E. Pearce

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*Counsel for Blue Air 2010 LLC*

**EXHIBIT A**

### ASSIGNMENT

This Assignment is entered into by and between **REGIONS BANK**, an Alabama banking corporation ("Seller"), and **BLUE AIR 2010 LLC**, a Delaware limited liability company ("Buyer").

### RECITALS:

A. Seller and Buyer entered into that certain Sale and Assignment Agreement dated as of November 3, 2010 (the "Sale and Assignment Agreement").

B. The Sale and Assignment Agreement provides for the sale and transfer by Seller to Buyer of certain Assigned Rights (such term and all other capitalized terms used herein and not otherwise defined herein have the definitions ascribed to them in the Sale and Assignment Agreement).

C. In exchange for the Purchase Price set forth in the Sale and Assignment Agreement and such other good and valuable consideration as provided in the Sale and Assignment Agreement, including without limitation the Benefits Accruing to Seller (as defined in the Sale and Assignment Agreement), Seller hereby sells to Buyer the Assigned Rights identified below on and subject to the terms, conditions and provisions hereof.

### AGREEMENT:

NOW, THEREFORE:

(1) Seller hereby transfers, assigns and conveys all of Seller's right, title and interest, if any, in and to the Asset set forth on Schedule A attached hereto and made a part hereof for all purposes and the Assigned Rights associated therewith;

(2) This sale is made on an "AS IS," "WHERE IS" BASIS, "WITH ALL FAULTS" AND WITHOUT REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY TYPE, KIND, CHARACTER OR NATURE, AND WITHOUT WARRANTIES, EXPRESS OR IMPLIED, AND WITHOUT RECOURSE, EXPRESS OR IMPLIED;

(3) Without in any way limiting the generality of the foregoing, with respect to the Assigned Rights, together with any and all related collateral, if any, Seller hereby disclaims and disavows:


- (i) any express or implied warranty of "Merchantability"; and
- (ii) any express or implied warranty of "Fitness For A Particular Purpose."

(4) Buyer expressly assumes all of Seller's duties, obligations and responsibilities with respect to the Assets and the Assigned Rights associated therewith.

(5) Buyer may assign, sell or otherwise transfer the Asset without the prior written consent of Seller, but Seller's obligations under the Sale and Assignment Agreement are not transferable, and Seller shall have no obligation to any assignee.

DATED this 22 day of November, 2010.

**REGIONS BANK**, an Alabama banking corporation

By:   
Name: William P. Carroll  
Its: SVP

**BLUE AIR 2010 LLC**, a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Managing Member

**SCHEDULE A**

That certain Second Amended and Restated Promissory Note dated as of May 16, 2008, in the original principal sum of Ninety Million and no/100 Dollars (\$90,000,000.00), executed by Pacific Avenue, LLC, and Pacific Avenue II, LLC ("Obligor"), made payable to the order of Regions Bank, an Alabama banking corporation (the "Asset"), and Seller's right to all principal, unpaid interest and fees now due or hereafter due thereunder, together with Seller's rights under that certain ISDA Master Agreement dated as of July 27, 2006, by and between Seller and Obligor (collectively, the "Assigned Rights").

Information concerning the Asset and the principal balance outstanding thereunder is set forth in the proofs of claim filed by Seller in Claim No. 13-1, filed on October 14, 2010, in Bankruptcy Case No. 10-32093, and in Claim No. 6-1, filed on October 14, 2010, in Bankruptcy Case No. 10-32095 (both cases pending before the United States Bankruptcy Court for the Western District of North Carolina).